

## MASTER SOFTWARE AND SERVICES AGREEMENT

This MASTER SOFTWARE AND SERVICES AGREEMENT (this "Agreement") shall be effective as of January 1, 2017 (the "Effective Date") by and between Paciolan, LLC dba Spectra Ticketing & Fan Engagement, with a principal place of business at 5171 California Avenue, Suite 200, Irvine, CA 92617 ("Paciolan") and the Arizona Board of Regents on behalf of the University of Arizona with a principal place of business at the University of Arizona, Tucson, AZ 85721 ("Customer"). This Agreement, upon the Effective Date, shall amend, restate, supersede and replace that certain Master System Purchase and Software License Agreement effective October 30, 2002, as amended and supplemented from time to time ("Original Agreement"), by and between Paciolan and Customer.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have their respective meanings indicated below:

(A) **Data Account:** The database that contains, among other things, records of ticketing transactions and patron data (other than debit and credit card data or any data prohibited from being transferred to third parties without express consumer consent to do so), schedules, and seating information.

(B) **Designated Site:** A building or set of buildings within which Customer is authorized to use the Paciolan Software at the address set forth above.

(C) **Documentation:** The operating, training and reference manuals, including updates thereto, relating to the use of the Paciolan Software, Third Party Software, and the System supplied by Paciolan pursuant to this Agreement.

(D) **Event:** A concert, sporting, entertainment or other act or event of any kind or nature whatsoever to be held at the Facility, whereby Customer's Athletics Department has the authority to sell tickets to the applicable event, excluding UA Presents non-athletic events ticketed by a third party.

(E) **Facility(ies):** Any venues owned, controlled, operated or managed by Customer's Athletics Department or where Customer's Athletic Department otherwise controls the rights or has the authority to sell tickets to any event, including, but not limited to the venue(s) located at Customer's campus and their successor venues.

(F) **Hardware:** All of that certain computer hardware, communications equipment, terminals and hook-ups provided to Customer herein and which is listed in the Hardware Section of the Investment Addendum or otherwise supplied during the Term.

(G) **Investment Addendum:** The Hardware, Software, Professional Services, subscription services, Support Services, terms, conditions, fees and pricing set forth in Exhibit F, as may be amended and supplemented from time to time.

(H) **Paciolan Software:** The proprietary software of Paciolan, in object code form only, set forth in the Investment Addendum.

(I) **Professional Services:** The professional services, including any implementation services or integration services provided by Paciolan, if any, set forth in the Investment Addendum, or otherwise provided by Paciolan pursuant to this Agreement.

(J) **Sellable Capacity:** means the admission capacity of the Facility for any particular Event.

(K) **Software:** Paciolan Software and Third Party Software.

(L) **Support Services:** The Software maintenance and support services made available to Customer by Paciolan in accordance with the terms set forth in the applicable Service Policies, in accordance with this Agreement.

(M) **System:** The data processing system consisting of the subscription services, Hardware and Software licensed and/or provided to Customer.

(N) Ticket: A printed, electronic or other type of evidence of the right to occupy space at or to enter or attend an Event even if not evidenced by any physical manifestation of such right, such as a "smart card", including, without limitation, tickets printed via print-at-home technology.

(O) Third Party Software: The software that is licensed or distributed by Paciolan to Customer that is not owned by Paciolan and is set forth hereto in the Investment Addendum or otherwise licensed to Customer pursuant to this Agreement.

(P) Value Item. A non-ticket item transacted to the public through the use of the System.

## 2. Term and Termination.

(A) Term. The term of this Agreement shall begin on the Effective Date and continue until June 30, 2022 ("Initial Term") and may renew for up to five (5) additional one (1) year periods upon mutual written agreement of the parties (each a "Renewal Term"). The Initial Term, together with a Renewal Term, is referred to herein as the "Term".

(B) Termination. This Agreement may be terminated by either party in the event of any material breach of the terms and conditions of this Agreement by the other party, after the other party has received written notice of breach and thirty (30) business days (or ten (10) business days, in the case of a monetary default) to cure such breach (each such occurrence, after the expiration of such cure period, shall be an "Event of Default"); or the filing of any voluntary or involuntary petition against the other party under the bankruptcy or insolvency laws of any applicable jurisdiction, which petition is not dismissed within sixty (60) days of filing, or upon any appointment of a receiver for all or any portion of the other party's business, or any assignment of all or substantially all of the assets of such other party for the benefit of creditors. This Agreement may be terminated immediately by Paciolan upon a violation of Section 3 (License Grant) or Section 7 (Confidentiality) of the Agreement. This Agreement may be terminated by Paciolan in the event any act by Customer threatens to cause any infringement of any of Paciolan (or Paciolan licensor) intellectual property or other property right, including without limitation, any copyright, license right or trade secret right, and Customer fails to refrain from so acting within ten (10) business days' written notice from Paciolan.

(C) Effect of Termination. Notwithstanding anything to the contrary in this Agreement, any termination of this Agreement shall not relieve either party hereto of any of its obligations or liabilities accrued hereunder prior to such termination. Upon the effective date of any termination or expiration of this Agreement, Customer shall continue to be obligated for any charges, fees, cash or other amounts previously incurred under the Agreement, through the date of termination. Within ten (10) days after termination of this Agreement, Customer shall return to Paciolan or destroy, as instructed by Paciolan, all copies of the Software then in Customer's possession, if any, and Customer shall certify in writing to Paciolan, within two (2) weeks of any termination of this Agreement, that through its best efforts and to the best of its knowledge the original and all copies of the Software, Documentation and other proprietary information of Paciolan have been destroyed or returned to Paciolan.

## 3. License Grant.

(A) Grant. During the Term, Paciolan hereby grants to Customer, and Customer hereby accepts from Paciolan, a non-exclusive and non-transferable license (the "Software License") to use the Software in order to use the System for internal business purposes only, subject to the number of users identified on the Investment Addendum, for the license fees set forth on the Investment Addendum. The Software consists of a series of machine-readable instructions plus any Documentation customarily supplied therewith. The Software shall initially be used only on equipment at the Designated Site. Use of the Software may be subsequently transferred to another single location maintained by Customer, which shall then become the Designated Site, provided (a) the Software is used by Customer at no more than one Designated Site and (b) Customer provides Paciolan with written notice ninety (90) days before any such transfer. The Software shall be used only for the processing of transactions in connection with Customer's own business.

(B) Restrictions. Customer shall limit the use of the Software to its employees who have appropriately familiarized themselves with the Software. Customer shall not: (a) permit any third party to use the Software, unless expressly permitted under this Agreement, (b) use the Software in conjunction with any ticket distribution company and/or software, other than Paciolan's software or products, (c) use the Software in the operation of a service bureau which rents or provides computer hardware or software to others, (d) delete or alter Paciolan's trade secrets, trademarks or copyright notices in the Software or any copies, modifications or

partial copies thereof, (e) disassemble, re-manufacture, repair, re-configure, enhance, upgrade, modify, translate, adapt, create derivative works, decompile or reverse engineer the Software in any way nor merge them into any other program for any purpose, or (f) transfer, license or sub-license, assign, rent, sell, grant, publish, disclose, display, dispose or otherwise make available the Software, or any rights therein or copies or derivatives thereof, including other templates or working systems.

(C) **Ownership.** Customer covenants and agrees that all Software, including Documentation, enhancements, conversions, upgrades, additions, modifications thereto and information contained therein, and any information, methods, formulae, techniques, processes, system and programs devised, produced or supplied by Paciolan, in connection with this Agreement or otherwise, in text or displayed on the computer screens when utilizing the Software or any other information disclosed to Customer regarding the Software, future modifications or direction for current or future Software, is proprietary (hereafter "Proprietary Information") and shall be and remain, personal property which shall, at all times, remain the sole and exclusive property of Paciolan or its licensors, and Customer shall have no right, title or interest therein or thereto except as a licensed user pursuant to the terms of the Agreement. In addition to the proprietary rights described above, Customer is warned and acknowledges that Paciolan has invention rights, copyrights, and other intellectual property rights in and to the information contained therein which prohibit copying, sale, modification and re-manufacture of the Software and information regarding the Software, which will be enforced. Paciolan shall have all applicable rights to patents, copyrights, trademarks and trade secrets in the Proprietary Information and derivative works thereof, regardless of whether developed outside the scope of this Agreement or in connection with the services provided pursuant to this Agreement. Customer agrees to secure and protect all portions of the Proprietary Information and copies thereof in a manner consistent with the maintenance of Paciolan's rights therein and to take appropriate action by instruction and agreement with its employees or consultants who are permitted access to any portions of the Proprietary Information to satisfy its obligations hereunder. Customer hereby irrevocably assigns to Paciolan any and all rights it may be deemed to have in any changes, modifications or corrections to the Software and Documentation, including but not limited to copyright rights, and agrees to execute all documents necessary to implement and effect such assignment. All rights not

specifically granted herein are reserved to and by Paciolan.

(D) **Exclusive Use.** Customer agrees to use the Paciolan Software and System, during the Term, as its exclusive source for primary and secondary ticketing by Customer or any third party affiliate, via any and all currently existing or future means and methods of distribution (e.g. telephone, internet, online and offline distribution methods, computer, outlets, interactive television, clubs, auctions, member packages, promotions, etc.), including, but not limited to, (i) selling, reselling or distributing all Tickets, including applications for selling, reselling or distributing Tickets, to the Sellable Capacity for every Event, (ii) supporting the sale, resale and distribution of Tickets to all such Events, and (iii) tracking and authenticating Tickets sold or otherwise distributed to all such Events. Customer shall ensure that the entire Sellable Capacity for every Event shall be made available for distribution on the System. Except with respect to sponsorship, marketing and advertising in connection with Customer's relationship with Vivid Seats during the Term, Customer shall not directly or indirectly: (i) advertise, promote, market, endorse, sponsor, authorize or permit the use of any third party that promotes, engages in or facilitates the sale, resale, distribution or issuance of tickets or otherwise engages in primary or secondary ticketing; or (ii) allow, permit or authorize any of Customer's media properties, including, but not limited to, web sites, radio, newspapers, television and any other online and offline media outlets, to be used in connection with any of the activity described in clause (i) above in this sentence.

(E) **Upgrades.** Customer agrees to upgrade any licensed versions of Paciolan or Third Party Software which are designated by Paciolan as superseded within one year following receipt of written notice that such Paciolan or Third Party Software version is superseded and will no longer be supported by Paciolan.

(F) **Compliance.** Customer shall comply with and conform to all federal, state, municipal and other laws, ordinances and regulations in any way relating to the use of the System.

4. **Hardware.** Customer shall make available for the Software implementation computer hardware equipment, firmware and/or software systems and configurations approved by Paciolan as adequate for

such implementation. In exchange for the fees set forth on the Investment Addendum, Customer shall purchase from Paciolan the Hardware, if any, set forth on the Investment Addendum, for use in connection with the Software. Paciolan shall provide to Customer the Hardware listed on the Investment Addendum. All right, title and ownership to such Hardware shall transfer to Customer upon Paciolan's receipt of full payment for the applicable Hardware. Customer acknowledges that the Hardware will be used by Customer at the Facilities, which Paciolan does not own, operate or control. Customer assumes and shall bear the entire risk of loss and damage to the Hardware, from any and every cause whatsoever from the date of shipment to the Customer. In the event of loss or damage of any kind to any Hardware, Customer, at its sole option, shall within thirty (30) days after such loss or damage replace the same with the same or similar property, in good repair, condition and working order to the satisfaction of configurations approved by Paciolan. Paciolan passes through to Customer, to the extent permitted, all applicable warranties with respect to the Hardware made available by the Hardware manufacturer. To the extent any third party software embedded in the Hardware is subject to an end user license or other applicable license terms of the owner of such third party software, then the use of such third party software by Customer shall be subject to such licenses. PACIOLAN MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER RELATED TO THE HARDWARE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO PACIOLAN'S OBLIGATIONS, THE HARDWARE IS PROVIDED "AS IS." The foregoing shall not affect Customer's rights and remedies against the Hardware manufacturer.

5. **Third Party Software.** Paciolan reserves the right to reconfigure, replace or substitute Third Party Software in a manner that Paciolan believes is appropriate, as long as the essential functionality, features, capabilities and performance levels set forth in this Agreement for the System are provided to Customer at no additional costs to Customer. Paciolan shall secure all required licenses necessary for the use of any embedded third party software, which may be incorporated in the Software. To the extent any Third Party Software is subject to an end user license or other applicable license terms of the owner of such Third Party Software, then the use of such Third Party Software shall be subject to such licenses. For the avoidance of doubt, the cost of the licenses to the

Third Party Software is included in the fees set forth in the Investment Addendum.

## 6. **Fees and Payment Terms.**

(A) **Fees.** Customer agrees to pay Paciolan the monthly transaction fees, monthly services fees, periodic hosting and/or subscription services fees, quarterly services charges and any other fees or charges set forth on the Investment Addendum in accordance with the payment schedule set forth on the Investment Addendum and the terms set forth in this Agreement.

(B) **Invoices and Payment Terms.** Invoices are due and payable by Customer upon receipt and will be past due if Paciolan does not receive full payment within a period of thirty (30) days from date of the invoice.

(C) **Separately Billable Items.** Paciolan shall be entitled to reimbursement for reasonable travel, meals, lodging, brokerage fees, customs fees and other business travel expenses incurred by Paciolan personnel in the performance of this Agreement and Customer shall have the right to require Paciolan to supply reasonable documentation supporting the incurrence of such expenses. Upon request, Paciolan shall solicit Customer's prior written approval (which shall include email) prior to incurring any such expenses, provided that such prior approval will not be unreasonably withheld.

(E) **Taxes.** Customer shall, in addition to the other amounts payable under this Agreement, pay any and all goods and services (if applicable), sales, use, entertainment, amusement and other taxes, federal, state, local, provincial or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, including, but not limited to, the sale of each Ticket (or Value Item, if applicable) or Hardware covered by this Agreement. Without limiting the foregoing, Customer shall promptly pay to Paciolan an amount equal to any such items actually paid, or required to be collected or paid by Paciolan.

(F) **Hardware.** Paciolan shall provide Customer with up to \$25,000 of additional Hardware per collegiate year (July 1-June 30) during the Term (subject to pro-rata adjustment for partial years such as \$12,500 for January 1, 2017 through June 30, 2017), which shall expire at the end of each collegiate year and will not carryover to the subsequent collegiate year (i.e. "use it or lose it") and may be used to cover point-to-point encryption (p2pe) expenses.

**7. Confidentiality.** The parties acknowledge that by reason of their relationship hereunder, they may from time to time disclose information, whether oral or written, regarding their business, software, software technology, intellectual property and other information (including without limitation, with respect to Paciolan, the Proprietary Information) that is confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"), which include, but are not limited to, Software, Documentation, any Paciolan proprietary and/or technical product information or third party information included in its RFPs, Software, Documentation and the Investment Addendum as mutually agreed upon by both parties in writing (including email) prior to execution of the agreement and specifically excluding the "Fees and Payment Terms" page of the Investment Addendum. Any such information that a reasonable person would determine to be confidential shall be deemed Confidential Information hereunder. Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of the breach of the confidentiality obligations in this Agreement by the receiving party, (ii) is or has been independently acquired or developed by the receiving party without violating any of the confidentiality obligations in this Agreement, (iii) was within the receiving party's possession prior to it being furnished to the receiving party by or on behalf of the disclosing party, or (iv) is received from a source other than the disclosing party; provided that, in the case of (iii) and (iv) above, the source of such information was not known by the receiving party to be bound by a confidentiality obligation to the disclosing party or any other party with respect to such information. Each party agrees that it will keep the Confidential Information strictly confidential and will not use in any way for its own account or the account of any third party, nor disclose to any third party, any Confidential Information revealed to it by the other party without the other party's prior written consent, except to the extent expressly permitted by this Agreement; provided, however, that the receiving party may disclose the Confidential Information, or any portion thereof, to its directors, officers, employees, legal and financial advisors, controlling persons and entities who need to know such information to perform such party's obligations under this Agreement and who agree to treat the Confidential Information in accordance with the confidential obligations in this Agreement. Each party shall use the same degree of care, which in no event shall be less than a reasonable degree of care, to avoid disclosure or use of the other party's

Confidential Information as it employs with respect to its own Confidential Information of like importance and represents that it has adequate procedures to protect the secrecy of such Confidential Information including without limitation the requirement that employees have executed non-disclosure agreements which have the effect of adequately protecting Confidential Information. In the event that either party receives a request to disclose all or any part of the Confidential Information of the other party under the terms of a subpoena, document request (including, but not limited to, open records requests), notice of deposition or other legal or regulatory proceeding, such party receiving the request agrees to notify the other party pursuant to this Agreement below, within forty-eight (48) hours after receipt of such legal request, and the party receiving such request agrees to cooperate with the notified party in any attempt to obtain a protective order, provided that Customer shall be under no obligation to cooperate with Paciolan in connection with any attempt by Paciolan to obtain a protective order in response to an open records request or other Freedom of Information Act request for disclosure. Each party agrees, as applicable, that any violation of Section 3 (License Grant) or Section 7 (Confidential Information) hereof, may result in irreparable harm to the non-breaching party and said non-breaching party may be entitled to apply for injunctive relief, in any court having proper jurisdiction (notwithstanding anything herein to the contrary) without the necessity of proving actual damages, in addition to any other remedy that the non-breaching party may have.

**8. Customer Data.**

(A) Customer agrees to use the personally identifiable information with respect to persons who ordered Tickets or other items through Paciolan or otherwise utilized the System (the "Customer Data") only in compliance with all applicable laws and administrative rulings, including but not limited to applicable, local, state and federal privacy laws, or any other similar privacy legislation, as applicable, and in accordance with Customer's own posted privacy policies. In addition, Customer agrees that if any portion of the Customer Data includes a person's name and that person's (i) social security number; or (ii) driver's license or government identification number; or (iii) credit or debit card number; or (iv) password and account identification, then Customer agrees to implement and maintain reasonable security procedures and practices appropriate to the nature of the Customer Data to protect the Customer Data from unauthorized access, destruction, use, modification or disclosure. Paciolan also requires that Customer

include in any email communications that Customer may make based on the Customer Data a mechanism to provide the recipient with the right to "opt-out" from receiving further communications from Customer and that Customer honor all opt-out preferences, whether received directly by Customer or indirectly through Paciolan. Customer Data shall be the Confidential Information of and owned by Customer.

(B) Paciolan will achieve and maintain Payment Card Industry Data Security Standard ("PCIDSS") compliance against the version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website. Upon Customer's written request, Paciolan will provide Customer with evidence of its compliance with PCI DSS. Paciolan acknowledges that Paciolan is responsible for implementing and maintaining reasonable security measures in compliance with PCI DSS for the security of cardholder data that Paciolan stores, processes or transmits on behalf of Customer. In the event of a known breach, or intrusion of, or otherwise unauthorized access to cardholder data stored at or for Paciolan on behalf of Customer, Paciolan shall immediately notify Customer, and provide Customer and its Qualified Security Assessors (QSAs) with reasonable access to Paciolan's applicable facilities, personnel and records to conduct a review of Paciolan's compliance with the PCIDSS requirements. Paciolan will not be liable for the disclosure, monitoring, loss, alteration or corruption of cardholder data or other customer data to the extent it results from Customer's failure to implement and enforce reasonable security measures, including but not limited to currently acceptable PCI DSS controls, to protect against the unauthorized use of facilities, computing devices, network access, and passwords.

## **9. Representations and Warranties.**

(A) Paciolan warrants that the Software will materially conform, as to all substantial operational features, to Paciolan's current specifications when delivered.

(B) The above warranty shall be effective only if Customer notifies Paciolan in writing, within ninety (90) days of delivery of the Software to Customer (which date shall not be extended by delivery of any subsequent modifications to the Software, including upgrades), of its claim of any such defect. If the Software is found defective by Paciolan, Paciolan's sole obligation under this warranty is to remedy such defect,

by repairing or replacing the Software, in a manner consistent with Paciolan's regular business practices.

(C) THE ABOVE WARRANTY IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY PACIOLAN. PACIOLAN DOES NOT MAKE, AND CUSTOMER EXPRESSLY WAIVES, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PACIOLAN DOES NOT OTHERWISE WARRANT THAT THE SYSTEM WILL MEET CUSTOMER'S NEEDS OR OPERATE IN COMBINATION WITH OTHER SOFTWARE. PACIOLAN DOES NOT OTHERWISE WARRANT THAT THE SOFTWARE IS ERROR-FREE OR THAT OPERATION OF THE SYSTEM WILL BE SECURE OR UNINTERRUPTED. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF PACIOLAN FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE, THE SYSTEM, PROFESSIONAL SERVICES AND ASSOCIATED SERVICES.

(D) If any modifications are made to the Software by Customer during the warranty period, this warranty shall immediately be terminated. Correction for difficulties or defects traceable to Customer's errors or systems changes shall be billed at Paciolan's then standard time and material charges.

(E) Customer represents and warrants to Paciolan that Customer is the exclusive operator of the Designated Site(s) and has the right and authority to enter into this Agreement. Customer represents, warrants and covenants to Paciolan that: (i) this Agreement has been duly authorized, executed and delivered on behalf of Customer by its duly authorized representative and constitutes the legal, valid, and binding agreement of such party, enforceable in accordance with its terms; (ii) the entering into and performance of this Agreement will not violate any judgment, order, law, regulation or agreement applicable to Customer or violate the rights of any third party, or result in any breach of, constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of such party (or, result in any such encumbrance upon any aspect of the Software), pursuant to any instrument to which such party is a party or by which it or its assets may be bound; (iii)

no agreement or understanding between Customer and any third party contains or shall contain any provision inconsistent with any provision, or the purpose or intent, of this Agreement; and (iv) Customer and any entities who obtain Software, if otherwise permitted herein, will comply with all U.S. export laws relating to the licensing and delivery of the Software outside the U.S. The representations and warranties contained in this section shall be deemed material for all purposes related to this Agreement and shall survive any termination of this Agreement.

**10. Limitation of Liability.** EXCEPT FOR PACIOLAN'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11, IN NO EVENT SHALL PACIOLAN BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ALSO LOST PROFITS, LOST SAVINGS, LOST OR DESTROYED DATA, LOST TICKET OR OTHER REVENUES, LOST OPPORTUNITY COSTS OR ANY OTHER ECONOMIC LOSS, OF ANY TYPE OR NATURE, OR FOR EVENTS OR CIRCUMSTANCES BEYOND PACIOLAN'S CONTROL, EVEN IF PACIOLAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER OCCASIONAL SHORT TERM INTERRUPTIONS OF SERVICE WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND PACIOLAN'S REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST PACIOLAN HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER PACIOLAN IN DEFAULT UNDER THIS AGREEMENT. PACIOLAN'S MAXIMUM LIABILITY AND OBLIGATION TO CUSTOMER, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), RELATING TO THIS AGREEMENT SHALL BE LIMITED TO REPLACEMENT WITH IDENTICAL OR LIKE SOFTWARE, OR REFUND OF PURCHASE PRICE, ALL OF WHICH AT PACIOLAN'S OPTION, AND IN ANY CASE, SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES UP TO THE AMOUNT OF FEES PAID BY CUSTOMER TO PACIOLAN FOR THE APPLICABLE SOFTWARE PRODUCT, PARTICULAR TASK OR SPECIFIED DELIVERABLE FOR WHICH BREACH IS

CLAIMED (WHETHER FOR SOFTWARE LICENSE, HARDWARE, SUPPORT AND MAINTENANCE FEES OR CONSULTING FEES OR OTHER FEES RELATED TO ANY SERVICE). EXCEPT FOR PACIOLAN INDEMNIFICATION OBLIGATIONS UNDER SECTION 11, IN NO EVENT SHALL PACIOLAN'S LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF PAYMENTS PAID BY CUSTOMER TO PACIOLAN DURING THE TWELVE (12) MONTHS PRECEDING THE APPLICABLE CLAIM.

**11. Indemnification.** Each party ("Indemnifying Party") shall defend and indemnify the other party ("Indemnified Party") against, and hold Indemnified Party harmless from, any and all third party claims (including claims or proceedings by regulatory agencies), actions, damages, expenses (including court costs and reasonable legal fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against Indemnifying Party to the extent caused by any breach under this Agreement by Indemnifying Party. The Indemnified Party seeking indemnification hereunder shall promptly inform the Indemnifying Party of any suit or proceeding filed against the Indemnified Party for which the Indemnified Party is entitled to indemnification hereunder (provided, however, that failure to give prompt notice will not relieve the Indemnifying Party of any liability hereunder, except to the extent the Indemnifying Party has suffered actual material prejudice by such failure). The Indemnified Party will allow the Indemnifying Party to direct the defense and settlement of any such claim, with counsel of the Indemnifying Party's choosing, and will provide the Indemnifying Party, at the Indemnifying Party's expense, with information and assistance that are reasonably necessary for the defense and settlement of the claim. The Indemnified Party shall have the right, but not the obligation, at its sole expense to participate in (but not to control) the defense of any such suit or proceeding. An Indemnifying Party will not settle any such action without the written consent of the Indemnified Party (which consent will not be unreasonably withheld or delayed).

**12. Support Services.** Paciolan will supply Customer with the Support Services in accordance with Paciolan's support policies and procedures ("Service Policies"). If any provision of the Service Policies conflicts with the Agreement, then the Agreement shall prevail. The service hours and the specific services to be delivered, including telephone

and/or electronic consultation, are based on a service program (the "Service Program") selected by Customer. The Service Program selected by Customer is listed on Investment Addendum. Paciolan will supply Customer telephone and/or electronic consultation for the Software as detailed in the Service Policies. The Support Services are limited to the support of only one Data Account, unless otherwise specified in the Investment Addendum, for Software products specified in the Investment Addendum. Any other software installed on Customer's computers, whether supplied by Paciolan or not, is not covered under this Agreement. The support of other Data Accounts or operational sites must be provided for by a subsequent written agreement between Paciolan and Customer. The Support Services do not include assistance with integration to external Customer systems or custom reports specific to unique business operations. For any services requested by Customer but not provided in the Support Services or set forth in the Professional Services section of the Investment Addendum, Customer will be responsible to contract with Paciolan on a time and materials basis or secure the necessary services through Paciolan or a Paciolan approved third-party organization. Paciolan reserves the right to amend the Service Policies at any time. Customer grants Paciolan the right to directly access the System solely for the purpose of fulfilling its rights and obligations under this Agreement and Customer shall not unreasonably restrict Paciolan's access to the System or any of its applications, files, account, registers, or databases. Customer agrees to work diligently with Paciolan to establish a reasonable process for support and maintenance provided by Paciolan.

### 13. Services.

(A) The schedule and delivery of all Professional Services, if any, and other services, if any, to Customer will be governed as provided in this Agreement and the Investment Addendum. Paciolan shall provide the implementation Professional Services for the System in accordance with the Investment Addendum. Acceptance of each applicable component of the Software or System, as applicable, by Customer will be deemed to have occurred as soon as such applicable component of the Software or the System is installed, implemented, tested and declared operational by Customer but no later than thirty (30) days following the first live ticket sale to the public and/or the first use of the Software by Customer, as applicable, upon the occurrence of which, Customer shall provide Paciolan with a certificate of acceptance.

(B) Solicitation of Employees. During the term of this Agreement and for one (1) year thereafter, Customer will not encourage or solicit any employee or consultant of Paciolan or its subsidiaries and parents to leave Paciolan or such subsidiaries and parents for any reason.

(C) Programming Services. Any programming or data conversion services included in this Agreement have been detailed in the Professional Services section of the Investment Addendum.

(D) Hosted Services. Paciolan shall provide the Hosted Services described in the Hosted Services Addendum attached hereto as Exhibit E.

14. Survival of Obligations. In the event of the termination of this Agreement, the provisions of Section 1 ("Definitions"), Section 2(C) ("Effect of Termination"), Section 3(B) ("Restrictions"), Section 3(C) ("Ownership"), Section 6 ("Fees and Payments Terms"), Section 7 ("Confidentiality"), Section 10 ("Limitation of Liability"), Section 11 ("Indemnification"), Section 13(B) ("Solicitation"), Section 15 ("Export Controls"), and Section 17 ("General Provisions") shall survive and shall continue to bind the parties.

15. Export Controls. Customer agrees to comply with all then current export and import laws and regulations of the U.S. (including the deemed export rule) and such other governments and jurisdictions as are applicable to the Software or Hardware.

16. Notice to U.S. Government End Users. The Software is a "Commercial Item," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1-4, as applicable, all U.S. Government end users acquire the products with only those rights as are granted pursuant to the terms and conditions herein. All unpublished-rights are reserved by Paciolan under the copyright laws of the United States. If Customer is an agency and/or instrumentality of the United States of America, the Software is provided subject to the restrictions applicable to other end users in accordance with certain restrictions, as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct. 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227-14 (Alt III), as applicable.



## 17. General Provisions.

(A) Notices. Any notices required to be given under this Agreement must be sent to each party, in writing, at the address set forth in the opening paragraph of this Agreement or at such address as may be provided by each party in writing from time to time, by certified or registered mail, return receipt requested or by an overnight courier. Notices will be deemed effective the day following sending if sent by overnight courier or five days after sending if sent by certified or registered mail.

(B) Legal Review/Fees. Each of the parties has had the opportunity to have its legal counsel review this Agreement on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement will be construed as if drafted jointly by the parties. The parties expressly agree that the construction and interpretation of this Agreement shall not be strictly construed against the drafter. In addition to any other rights hereunder, the substantially prevailing party, as a court of competent jurisdiction (as provided above) may determine, in any claim or other dispute which relates to this Agreement, regardless of whether such claim or other dispute arises from a breach of contract, tort, violation of a statute or other cause of action, shall have the right to recover and collect from the other party its reasonable costs and expenses incurred in connection therewith, including, without limitation, its reasonable court awarded legal fees. If a party substantially prevails on some aspects of such claim or dispute but not others, the court may apportion any award of costs or legal fees in such manner as it deems equitable.

(C) Applicable Law. This Agreement shall be interpreted and governed by the laws of the State of Arizona, without reference to conflict of laws principles. Each of the parties hereto agrees that the state courts, and the United States federal courts, that are located in Pima County in the State of Arizona shall each have subject matter jurisdiction hereunder and personal jurisdiction over each of the parties hereto. Each such party hereby consents thereto, and hereby waives any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent that any proceeding is conducted in accordance with the foregoing provision. In the event the parties are required for any reason to submit any dispute hereunder to trial, the parties expressly agree to waive the right to a jury trial, because the parties hereto, all of whom are represented by counsel, believe that the complex commercial and professional aspects of their

dealing with one another make a jury determination neither desirable nor appropriate.

(D) Americans with Disabilities Act and Rehabilitation Act. Paciolan will make commercially reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and, for web-based applications, WCAG 2.0, Level AA Guidelines, as well as all applicable federal regulations with respect to the Site(s) (as defined in Exhibit A). Likewise, Paciolan will make commercially reasonable efforts to ensure that all electronic and information technology and products and services to be used by Customer's customers and employees are compliant with the Americans with Disabilities Act as amended, the Rehabilitation Act, and for web-based applications, WCAG 2.0, Level AA Guidelines. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use. The parties also agree that if Customer identifies areas in which it believes that Paciolan's Site(s) are not fully accessible, that Paciolan will work with Customer and Customer's IT Accessibility Team to undertake commercially reasonable efforts to address and remedy those areas. Furthermore, Paciolan agrees that, upon Customer's written request, it will provide updates or reports to Customer regarding its progress with respect to accessibility, and that Customer's requests may include inquiries about accessibility issues in Paciolan's development cycle and in its roadmap for future development. If, despite its commercially reasonable efforts, Paciolan is unable to ensure compliance by the Sites with the requirements above, upon Customer's notice of material non-compliance to Paciolan, and Paciolan's failure to cure such non-compliance within thirty (30) days of its receipt of such notice, Customer shall have a right to terminate the Agreement with (60) days notice, provided however that such right to terminate shall expire one-hundred and eighty (180) days following Paciolan's failure to cure the non-compliance within thirty (30) days of its receipt of notice.

(E) Conflict of Interest. Pursuant to the provisions of Arizona Revised Statute § 38-511, this Agreement may be subject to termination for conflict of interest if any person significantly involved in negotiating, drafting, securing or obtaining the Agreement for or on behalf of Customer becomes an employee in any capacity of Paciolan or a consultant

to Paciolan, with reference to the subject matter of the Agreement, while the Agreement or any extension thereof is in effect.

(F) Drug Free Workplace. Paciolan agrees that in the performance of the Agreement, neither Paciolan nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement.

(G) Equal Opportunity and Non-Discrimination. The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration. The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.4.41 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to the Agreement unless the Agreement is exempted under the rules, regulations or orders of the U.S. Secretary of Labor.

(H) Inspection and Audit. Pursuant to the provisions of Arizona Revised Statute § 35-214, all books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by Customer, or by the Auditor General of the State of Arizona, or their agents, for five (5) years after completion or termination of the Agreement.

(I) Severability. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect.

(J) Binding Effect. The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns; provided, however, that this Agreement shall not be binding until executed by each of the parties. This Agreement may be executed in multiple counterparts which when taken together constitute a single instrument.

(K) NO BOYCOTT OF ISRAEL: As required by ARS §§ 35-393 to 35-393.01, Entity certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract.

(L) Administrative (Legal) Remedies. The Arizona Board of Regents has promulgated Administrative (Legal) Remedies for alleged breaches

or disputes arising from the Agreement. These remedies are exclusive and must be exhausted before the filing of any legal action.

(M) Arbitration: The parties agree that should a dispute arise between them concerning this Agreement and no party seeks affirmative relief other than money damages in the amount of Fifty Thousand Dollars (\$50,000) or less, exclusive of interest, costs and attorneys' fees, the parties shall submit the matter to arbitration pursuant to the Revised Uniform Arbitration Act, A.R.S §12-3001 *et seq.* (the "Act"), whose rules shall govern the interpretation, enforcement, and proceedings pursuant to this section. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the parties.

(N) Entire Agreement. This Agreement (including its Exhibits, which are incorporated herein by reference) constitutes the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous oral or written communications, proposals, agreements, and commitments. No modification, supplement, addendum or amendment to this Agreement, nor any waiver of any rights, shall be effective unless assented to in writing by the party to be charged and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default. A party's delay in enforcing its rights hereunder shall not be construed as a waiver of such rights or remedies. All materials submitted to either party for approval must be submitted in writing to the location and person(s) as indicated by such party from time to time.

(O) Force Majeure Event. Neither party hereto shall be deemed to be in default hereunder, and no Event of Default shall be deemed to have occurred, as a result of any delay or failure of performance which occurs due to any war, flood, fire, hurricane, earthquake, civil disturbance, act of God or other event beyond such party's reasonable control ("Force Majeure Event"), but only for so long as such Force Majeure Event shall continue to prevent such performance. Neither party shall be liable or deemed in default, and no Event of Default shall be deemed to have occurred, as a result of any delay or failure in performance of this Agreement resulting directly or indirectly from any cause completely, solely and exclusively beyond the control of that party, but only

for so long as such delay shall continue to prevent performance.

(P) Assignment. Without the prior written consent of Paciolan, Customer shall not (i) directly or indirectly assign, transfer, pledge or hypothecate its rights or obligations in this Agreement or any interest therein; or (ii) permit access to the Software or any part thereof to be had, by anyone other than Customer or Customer's authorized employees. Any such assignment shall not relieve Customer of any of its obligations hereunder. Without the prior written consent of Customer, Paciolan shall not assign or transfer its rights or obligations in this Agreement or any interest therein, except in the event of an assignment by Paciolan to any parent, subsidiary, affiliate or successor-in-interest (including, without limitation, a successor by virtue of an acquisition), in which event no such consent shall be required. Any assignment, transfer, pledge or hypothecation for which consent is required hereby and which is made without such consent shall be void.

(Q) Relationship of the Parties. Each party is an independent contractor and not an agent or partner of, or joint-venturer with, the other party for any purpose other than as set forth in this Agreement. Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

(R) Purchase Orders. All purchase orders submitted by Customer shall be deemed to incorporate and be subject to the terms and conditions of this Agreement, unless otherwise agreed in writing by the parties.

(S) Marketing. Customer hereby grants Paciolan a royalty-free, non-exclusive, non-transferable license, during the term of this Agreement to include Customer's trademarks, service marks, logos (collectively, "Customer Marks") and the like solely in connection with the promotions and marketing undertaken, if any, in connection with the transactions contemplated by this Agreement. Paciolan acknowledges that its use of Customer Marks shall not create any right, title or interest in or to such Customer Marks. Customer's execution of this Agreement indicates approval for Customer to be listed as a Paciolan client in monthly newsletters for distribution to event industry clients, in product boiler plate information, and in future releases about Paciolan products and services for distribution to trade and consumer media. At any time, Customer may, in its sole discretion, direct Paciolan to stop using Customer's name for the purposes listed in the

preceding sentence by sending notice to Paciolan. Upon Paciolan's request, the parties shall issue a press release regarding the execution of this Agreement within thirty (30) days of the request, subject to the prior written approval of the parties, which shall not be unreasonably withheld, conditioned or delayed.

(T) Insurance. Without limiting any of its liabilities or any other obligations, Paciolan shall provide and maintain the minimum insurance coverage listed below.

(i) Commercial General Liability insurance with a minimum combined single limit of TWO MILLION DOLLARS (\$2,000,000) each occurrence.

(ii) Commercial Automobile Liability insurance with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000) each occurrence.

(iii) The insurance policies required in the two statements above shall be endorsed to name the State of Arizona, Arizona Board of Regents on behalf of the University of Arizona as additional insured and shall stipulate that this insurance shall be primary insurance and that any insurance carried by the State of Arizona, the Arizona Board of Regents and the University of Arizona, their agents, officials or employees shall be excess and not contributory insurance to that provided by Paciolan.

(iv) If applicable, Worker's Compensation insurance in accordance with applicable state statutes, for any employees engaged in the performance of Agreement: and

(v) Employer's Liability insurance with a minimum limit of ONE HUNDRED THOUSAND DOLLARS (\$100,000).

(vi) Paciolan shall, at its own expense, provide and maintain at all times during the Term Cyber and Technology Liability Insurance in an amount of not less than \$2,000,000 per occurrence and \$5,000,000 annual aggregate. Paciolan shall name Customer as additional insured with respect to such coverage


(vii) Upon Customer's request, a certificate of insurance shall be furnished to the Customer prior to the commencement of Agreement as evidence that policies providing the required coverage, conditions and limits are in full force and effect.

(U) FCPA. Customer is committed to compliance with the laws of Arizona and the United States, including the U.S. Foreign Corrupt Practices Act ("FCPA"). Accordingly, Customer hereby represents and warrants in connection with its activities hereunder that it has not taken and will not take any actions in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any government official (including any officer or employee of a government or government-controlled entity or instrumentality or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or official thereof, or candidate for political office, all of the foregoing being referred to as "Government Officials") or to any other person while knowing or having reason to know that all or some portion of the money or value will be offered, given or promised to a Government Official for the purpose of influencing official action or securing an improper advantage. Notwithstanding any other provision of this Agreement, neither Paciolan nor Customer shall be obligated to take any action or omit to take any action under this Agreement or in connection with its activities hereunder that it believes, in good faith, would cause it to be in violation of the anti-corruption laws of any applicable jurisdiction.


(V) Lack of Funding. The Agreement may be canceled without further obligation on the part of Customer in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. Customer will notify Paciolan in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to Customer in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit Customer to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

PACIOLAN, LLC

Signature:   
Name: David R. Butler  
Title: CEO  
Date: 3/1/17

ARIZONA BOARD OF REGENTS ON  
BEHALF OF THE UNIVERSITY OF  
ARIZONA

Signature:   
Name: Jeff Wilson  
Title: Associate Director  
Date: 2-28-2017

[SIGNATURE PAGE TO MASTER SOFTWARE AND SERVICES AGREEMENT]

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## EXHIBIT A: E.VENUE ADDENDUM

This e.Venue Addendum sets forth additional terms and conditions applicable to the license granted to the e.Venue component of the Software.

1. **Web Site Services.** Paciolan will create and maintain at a location of its choosing, Customer-branded Internet sites (the "Site"), as outlined in the Investment Addendum, for the benefit of the Customer. The Site(s) will provide to Customer the functions reasonably required for Customer to transact to the public its Tickets and other items contemplated by this Agreement.

2. **Customer Responsibilities.** Customer agrees to maintain and update its Event and price information on its System to ensure maximum opportunity for transactions, provide and administer all credit card services used to complete transactions on the Sites and to monitor the Sites and to report to Paciolan the problems and anomalies encountered by it or its customers.

3. **Customer Marks, Customer Content.** Paciolan shall have the right and license to utilize and display such names, logos, brand marks (collectively, ("Customer Marks")) and other Customer content ("Customer Content") to the extent necessary to include such Customer Marks and other Customer content on the Sites. All such proposed uses by Paciolan of the Customer Marks and Content are subject to Customer's prior written approval. Paciolan specifically acknowledges that the Customer Marks and Content and all rights therein belong exclusively to Customer and that the Agreement, other than as specifically provided for herein, does not confer upon Paciolan any other rights, goodwill or other interest in the Customer Marks or Content. The intellectual property rights in the "look and feel" of the Site shall be owned by Customer; provided, however, that all of the intellectual property rights in the underlying software, including the Paciolan Software, utilized in connection with the Site shall be owned exclusively by Paciolan. Each page of the Site shall include an attribution to Paciolan. The attribution shall state "Powered by Paciolan" on the Site. Paciolan reserves the right to modify this attribution from time to time during the Term, with Customer's prior approval, which shall not be unreasonably withheld.

4. **Electronic Transfer of Funds.** For the limited purpose of electronic check transactions, Customer hereby appoints Paciolan (and Paciolan hereby accepts appointment from Customer) as its agent to make direct debits from individuals and entities that have agreed to purchase goods and

services from Customer (each, an "Electronic Payment Consumer") and to make corresponding credits to Customer for such goods and services. Customer will, and Paciolan will undertake commercially reasonable efforts to assist Customer to, submit data in the form required for the electronic debiting from each Electronic Payment Consumer's bank deposit account. Customer, with assistance from Paciolan, will configure the e.Venue software to obtain from each Electronic Payment Consumer all necessary information in proper form authorizing access to such Electronic Payment Consumer's bank account to transfer payment amounts to Customer's bank deposit account. Customer agrees to use commercially reasonable efforts to ensure that all data and entries submitted by the Electronic Payment Consumer are submitted to the applicable automated clearinghouse in correct form in a timely manner. Customer acknowledges that the applicable automated clearinghouse rules make provisional any credit given for an entry to an account until the financial institution crediting the account specified in the entry receives final settlement. If Customer's financial institution does not receive final settlement from Electronic Payment Consumer's financial institution within five business days after Paciolan debits Electronic Payment Consumer's account for such amount, Electronic Payment Consumer's financial institution is entitled to a refund from Customer and Electronic Payment Consumer shall not be deemed to have paid Customer for any such goods and services. Customer will maintain electronic records that are compliant with applicable automated clearinghouse rules for automated clearinghouse entries, and Customer agrees to retain the electronic records for the later of two (2) years after completion or revocation of such transaction or as required by law.

5. **Compliance with Law.** Customer agrees to comply with all laws and regulations whether federal, state or local, as well as any federal or regional automated clearing house rules applicable to automatic and electronic transfers of funds, including, without limitation, laws, regulations and rules governing correct authorizations by consumers, disclosures and notices required in connection with electronic funds transfers, and all necessary waivers and releases.

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## EXHIBIT B: MARKETING AUTOMATION SUBSCRIPTION ADDENDUM

This Marketing Automation Subscription Addendum ("Addendum") is a binding and enforceable legal agreement between Customer and Paciolan. "Application Services" means the provision of electronic access to one-to-one direct marketing software over a computer network and related technical support services. Customer represents and warrants that Customer is authorized to enter into this Addendum.

### **1. DEFINITIONS**

The "CAN-SPAM Act" means the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003.

"Confidential Information" shall have the meaning set forth in Section 5.

"Customer Data" means all electronic data or information submitted by Customer to the Application Services.

"Non-Public Personal Information" shall mean personally identifiable information, including, without limitation, social security numbers, financial account numbers (i.e. credit card, checking account, savings account, etc.), medical, employment, or insurance numbers, and passport numbers.

The "UIGE Act" means the Unlawful Internet Gambling Enforcement Act of 2006.

2. **USE**. Customer may use the Application Services only in and for Customer's own internal purposes and business operations contemplated herein. Customer may not use the Application Services as a service for any third party. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of the email marketing software accessed by Customer hereunder, in whole or in part, is granted except as expressly provided by this Addendum. Neither Customer nor any of Customer affiliates shall reverse engineer, decompile or disassemble the Application Services. Nothing in this Addendum will entitle Customer or any of Customer affiliates to access or use the source code of the Application Services. Customer shall not: (i) send via or store within the Application Services infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including that is harmful to children or violates third party privacy rights; (ii) send via the Application Services any unsolicited commercial or non-commercial communication; (iii) send via, upload to, or store within the Application Services any viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Application Services or the data contained therein; or (f) attempt to gain unauthorized access to the Application Services or its related systems or networks. Customer shall not (a) modify, copy or create derivative works based on the Application Services; (b) frame or mirror an content forming party of the Application Services, other than on Customer's own intranets or otherwise for its own internal business purposes; (c) reverse engineer the Application Services; or (d) access the Application Services in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Application Services.

3. **EMAIL FOOTER**. Customer acknowledges and agrees that a default footer shall be added to each email sent via the Application Services, which footer shall include (i) the identification of the sender; (ii) instructions on how the recipient can opt-out of the future commercial mailings; (iii) the sender's valid physical mailing address; and (iv) a link to Customer's privacy policy.

4. **CUSTOMER RESPONSIBILITIES**. Customer is responsible for all activity that occurs within Customer account(s). Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) prevent unauthorized access to, or use of, the Application Services, and notify Paciolan promptly of any such unauthorized access or use; and (c) comply with all applicable local, state, federal and foreign laws in using the Application Services, including without limitation the CAN-SPAM Act. Customer shall not upload to, or store within, the Application Services (and Customer Data shall not contain) any Non-Public Personal Information. Customer understands and acknowledge that: (i) Paciolan, in its reasonable discretion, may refuse to

distribute any message content that Paciolan reasonably believes is defamatory, infringing, or otherwise unlawful; and (ii) Paciolan, in its reasonable discretion, may refuse to distribute any email to any recipient that Paciolan reasonably believes has not granted permission (or otherwise "opted-in") to Customer to send such message(s) or that Paciolan reasonably believes is unlawful. Paciolan and Paciolan's applicable service provider has no obligation to supply or "scrub" any message recipient list; and Customer is solely responsible for the creation, initiation and sending of messages via the Application Services, including, but not limited to, the content, recipient, and timing of such messages.

5. **CONFIDENTIALITY.** Customer acknowledges that the Application Services and any other information provided to Customer by Paciolan incorporate confidential and proprietary information developed by, acquired by, or licensed to Paciolan ("Confidential Information"). Customer will take (and will cause Customer affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Customer nor any of Customer affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, any part of the Confidential Information to any individual or entity, except to those of Customer employees or consultants who require access for Customer authorized use of the Confidential Information and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information under this Addendum. Customer acknowledges that any unauthorized use or disclosure by Customer or any of Customer affiliates of the Confidential Information may cause irreparable damage to Paciolan. If Paciolan becomes aware of Customer breach or threatened breach of this Section 5, Paciolan may suspend any and all rights granted to Customer under this Addendum and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to Paciolan.

6. **REPRESENTATIONS AND WARRANTIES.** Customer represents and warrants that: (a) every recipient to whom a message is sent via the Application Services shall have given Customer consent ("opted-in") to send such message; (b) the Customer Data shall not infringe on any copyright, patent, trade secret or other proprietary right held by any third party; (c) Customer shall not use the Application Services in a manner that violates any international, federal, state, or local law or regulation relating to individual privacy or the distribution of email and other digital one-to-one communications, including but not limited to the CAN-SPAM Act; and (d) Customer engages in no activity in violation of the UIGE Act nor shall Customer use the Application Service to advertise or otherwise promote any activities that would violate the UIGE Act.

7. **OUTAGE POLICY.** CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT PACIOLAN DOES NOT WARRANT THAT THE APPLICATION SERVICES WILL BE UNINTERRUPTED OR ERROR FREE AND THAT PACIOLAN MAY OCCASIONALLY EXPERIENCE HARD OUTAGES DUE TO INTERNET DISRUPTIONS THAT ARE NOT WITHIN PACIOLAN'S CONTROL. ANY SUCH HARD OUTAGE SHALL NOT BE CONSIDERED A BREACH OF THIS ADDENDUM.

8. **OWNERSHIP.** All trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Application Services, are and will remain the sole and exclusive property of Paciolan or its applicable service provider(s), whether or not specifically recognized or perfected under applicable law. Paciolan or its applicable service provider(s) shall own all rights, title and interest, including all intellectual property rights, in and to the Application Services, any improvements to the Application Services or any new programs, upgrades, modifications or enhancements thereto, even when such refinements and improvements result from Customer request. No rights are granted to Customer hereunder other than as expressly set forth herein. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in Paciolan or its applicable service provider(s) by virtue of this Addendum or otherwise, Customer hereby transfers and assigns (and, if applicable, shall cause Customer affiliates to transfer and assign) to Paciolan or its applicable service provider(s) all rights, title, and interest which Customer or any of Customer affiliates may have in to such refinements and improvements. As between Paciolan's applicable service provider and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data.

9. **DISCLAIMER OF WARRANTIES.** EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED HEREIN, THE APPLICATION SERVICES ARE PROVIDED HEREUNDER "AS IS" WITHOUT WARRANTY OF ANY KIND. EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, PACIOLAN AND ITS APPLICABLE SERVICE PROVIDER(S) EACH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE APPLICATION SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE APPLICATION SERVICES, WHETHER MADE BY EMPLOYEES OF PACIOLAN OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS ADDENDUM, SHALL BE DEEMED TO BE A WARRANTY BY PACIOLAN FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF PACIOLAN WHATSOEVER.

10. **CUSTOMER MARKS.** Paciolan and its applicable service provider(s) may use Customer trademarks and trade names ("Marks") solely in connection with the authorized provision of the Application Services. Any other use of Customer Marks shall be with Customer prior written consent and subject to all written guidelines regarding the use of Customer Marks.

11. **THIRD PARTY BENEFICIARY.** Paciolan's applicable service provider shall be deemed a third party beneficiary under this Addendum and Customer shall be liable to Paciolan's applicable service provider for any damages arising due to Customer's breach hereof to the same extent as if Paciolan's applicable service provider had been a signatory hereof.

12. **ANTI-SPAM CERTIFICATIONS.** Customer certifies that Customer is the owner of all email distribution lists distributed using the Application Services, and that Customer is solely responsible for the composition and membership of each list. Customer certifies that all subscribers to be used in connection with the Application Services have provided permission to Customer to send them email.

13. **TERMINATION.** Paciolan may immediately terminate this Addendum upon notice to Customer if Paciolan's applicable service provider or Customer receives notice from any governmental entity that Paciolan's applicable service provider (in connection with its provision of Application Services) or Customer is alleged to be in violation of UIGE Act. Upon any termination for cause by Paciolan (but not if the cause is the result of any acts by Paciolan's service provider), Customer shall remain obligated to pay all fees owed for the remainder of the subscription term, all of which shall become immediately payable in full. If Paciolan terminates this Addendum without cause, then Paciolan shall transition Customer to a new service provider pursuant to Section 15 below. Following the termination or expiration of this Addendum, Customer shall have 30 days to access its account and download/export Customer Data. Upon expiration of such 30-day period, Paciolan's applicable service provider may convert Customer's account to an inactive status. Paciolan's applicable service provider may delete all Customer Data upon Customer's account converting to inactive status.

14. **GOVERNMENT CONTRACTS.** Paciolan's or its applicable service provider's performance of its obligation under this Addendum is not related to Customer's performance of any government contract it has, nor does it involve performing, undertaking or assuming any obligation that Customer may have under any government contract. Customer will notify Paciolan in writing any time such a situation arises or appears it may arise so that Paciolan's applicable service provider can determine if it wishes to alter its contractual relationship under those changed circumstances.

15. **TRANSITION.** At no additional charge, Paciolan may transition Customer, upon Customer approval, which shall not be unreasonably withheld, conditioned or delayed, to services provided by a different third party that are similar to the Application Services, under similar terms and conditions and at the same subscription price then in effect with the existing service provider. If substitute services are not secured within a reasonable period of time (not to exceed six months), then Customer shall be permitted to contract with a third party of its choice with no restrictions and/or additional expenses by Paciolan. In the event that this Addendum is terminated by Paciolan without cause or due to Paciolan's inability to provide alternative services, the Annual Marketing Automation Subscription Fee (\$35,000) shall no longer be applicable and any amounts paid in advance for a period in which services will not be provided will be refunded on a prorated basis. In the event that Customer contracts with a third party to provide the services as contemplated above, then Paciolan shall undertake commercially reasonable efforts to facilitate Customer's use of such alternative third party services with the System.

## **EXHIBIT C: HOSTED SERVICES ADDENDUM**

### **Data Center and Services**

- Paciolan shall, at its sole expense maintain a central computer facility ("Data Center") at such location as it shall deem necessary for the operation of the System.
- Paciolan's Data Center is designed to have 7x24 availability with the exception of planned downtime for System upgrades and/or periodic maintenance that will be needed to ensure effective performance of the System and corresponding applications. These activities will require the hosted solution not be available to the Customer or external users for the duration of the maintenance or upgrade activity.
- Standard periodic maintenance will generally be performed during a standard maintenance window between 12:00AM and 4:00AM, Customer local time.
- Paciolan will provide Customer 48 hours advance notice for maintenance activities that will be performed outside the standard maintenance window and which will affect System availability. Paciolan will make all reasonable efforts to accommodate Customer's system availability needs outside of the standard maintenance window.
- Paciolan will make all reasonable efforts not to disrupt Customer business operations during system upgrades and will work with Customer to determine a mutually agreeable timeframe for such upgrades.
- Paciolan is responsible for system administrative activities including the following:
  - AIX and Universe administration
  - Software maintenance
  - Hardware maintenance and upgrades as needed for hardware owned by Paciolan
  - Reasonable backups of critical data
  - Monitoring of System availability and responsiveness

### **Security**

- Remote System access is controlled via firewalls.
- Controlled physical access to the Data Center
- Managed System administration level access is limited to Paciolan team members.

### **Other Products and Services**

- Secure data communications via a Paciolan-managed VPN between the customer's Local Area Network and Paciolan's Data Center. Customer is responsible for maintaining local Internet connections meeting minimum bandwidth requirements.
- Software upgrades, if and when available, for licensed copies of the Software hosted at the Data Center, will be provided as made generally available to hosted customers, but not more than once per year during the term of the Agreement.
- Any Third-Party software listed on the Investment Addendum for no additional charge (unless stated otherwise in the Investment Addendum)
- Support Services

**For the purpose of clarity, the following additional products, services, costs and fees are not included in the basic Hosting Services:**

- Third-party software not listed on the Investment Addendum, initial setup and monthly cost for frame relay connection to payment processor
- Custom programming
- Travel & related expenses not included in the Investment Addendum.
- Transaction fees set forth on the Investment Addendum attached to this Agreement.
- Additional training or consulting services requested during the term of the Agreement not included in the Investment Addendum.

## EXHIBIT D: CRM STATEMENT OF WORK

This Statement of Work ("SOW") is subject to the Agreement.

### **1. Project Overview**

Paciolan offers implementation and ongoing consulting Professional Services for Customers of Salesforce.com ("SFDC"), an on-demand customer relationship management ("CRM") application. Customer shall be responsible for purchasing the SFDC products, licenses and subscription services pursuant to a separate agreement between SFDC and Customer.

### **2. Scope**

The scope of the Professional Services to be completed for Customer is set forth in this SOW. Paciolan's duties consist of: (i) installation of CUSTOMER's SFDC instance and (ii) administration and strategic consulting and support of the CUSTOMER's SFDC CRM application as set forth in Section 3.

### **3. Scoping, Timeline for Work and Service Level**

- a. This SOW is based upon the number of consulting hours required for Paciolan to provide the Professional Services.
- b. Professional Services consist of:
  - a. User set-up, security and profiles
  - b. Campaign, report and dashboard building
  - c. Data; Loading
- c. Service Level. Paciolan will use commercially reasonable efforts to provide a response to email or phone requests within 2 business days. Depending on the nature of the request, and whether or not the data that is needed is comprehensive, accurate and present, Paciolan cannot make commitments to the completion service level. Paciolan will provide an estimated time to complete after assessing all requests and will communicate that to the CUSTOMER. Paciolan assumes that end-users from CUSTOMER will be readily available to provide answers needed to complete SFDC CRM admin ongoing tasks / reports / campaigns / dashboards, etc.

### **4. Points of Contact**

Paciolan	Mark DiMaurizio	930 East Lincoln Highway, Suite 200 Exton, PA 19341	(267) 226-1943
Customer			

### **5. Assumptions**

Paciolan's performance of the Professional Services shall be contingent upon Customer's performance of the obligations below:

- a. CUSTOMER shall provide to Paciolan a SFDC administrative user name and password for use in the delivery of Professional Services identified in this SOW. Customer represents that Customer will have all rights, consents, authorizations and licenses to grant Paciolan such access.

- b. The Professional Services shall begin upon CUSTOMER's execution of the SOW.
- c. Technology Infrastructure – CUSTOMER is responsible for any needed work or activity related to acquiring and installing appropriate software and hardware to support the Professional Services.
- d. Software – CUSTOMER represents that it has all appropriate software licenses required for the systems in place for the Professional Services including the appropriate SFDC CRM license edition to accomplish the Professional Services (including data storage). Paciolan will use its own third party administrative tools, which will remain in Paciolan's possession.
- e. Standard Desktop Build – CUSTOMER represents that its desktop includes necessary software and versions as required by SFDC desktop components and plug-ins (ex. SFDC for Outlook plug-in). Additionally, all users have necessary desktop permissions required by SFDC desktop components and plug-ins if applicable.
- f. Desktop Deployment – Any software deployment will be the responsibility of CUSTOMER. Additionally, CUSTOMER's preferred mechanism for software deployment must be supported by SFDC.
- g. Customer Resources (Empowerment) – CUSTOMER will identify appropriate internal resources that will be available to work with Paciolan to conduct the Professional Services.

#### **6. Fees**

The fees in this SOW were developed using information gathered from documents and/or information provided by CUSTOMER. The Professional Services described in this SOW are based on such documents and information. Any Professional Services required outside of the Professional Services described herein shall be set forth in a separate Statement of Work.

The fee for the installation and for administration Professional Services for the Initial Term will be included in the Annual Hosting Subscription on the Investment Addendum (i.e. no additional fees). CUSTOMER will receive one (1) in-person visit for initial implementation and training. If CUSTOMER requests any additional on-site visit(s) and then CUSTOMER will be billed expenses at cost as incurred.

SFDC licenses and third party products are not included and must be purchased separately from Salesforce.com.

## **EXHIBIT E: VISUALIZATION ADDENDUM**

This Visualization Addendum (the "Addendum") sets forth the terms and conditions applicable to the Professional Services and Paciolan Software subscription services to be provided by Paciolan pursuant to this Addendum.

### **1. Development of Visualizations.**

Subject to the terms, conditions, warranties and agreements herein, PACIOLAN, via its subsidiary, Ballena Technologies, agrees to develop, host and provide 3D visualizations of Arizona Stadium and the McKale Memorial Center (the "Venue(s)") specifically for use by CUSTOMER (the "Developed Works"). The Developed Works are intended for use by CUSTOMER in the promotion, marketing and sale of tickets to events at Venues subject to this Addendum.

#### **Scope of Work:**

##### **3D Visualizations of Venues**

PACIOLAN shall construct 3D visualizations. CUSTOMER will arrange for PACIOLAN's access and/or will instruct their third party vendors to ensure PACIOLAN has access to all reasonably requested materials, including drawings and/or site plans, existing computer generated images and photos of Venues and insure PACIOLAN that the any materials provided to Paciolan are not infringing on or in violation of any third party agreements, patents, copyrights, trade secrets, trademarks, invention, proprietary information, non-disclosure or other rights of third parties. CUSTOMER will provide third party points of contact to PACIOLAN as required.

#### **The Developed Work and services (further described in Schedule 1) shall include:**

- Panoramic views from all appropriate seat sections
- Seat Relocation tools
- Hosting of all Developed Works on PACIOLAN's servers
- License, maintenance and technical support.
- User data capture information. To the extent that any user data is collected, such data will be provided to CUSTOMER upon request.
- CUSTOMER may display visualizations on its website. PACIOLAN may also link to CUSTOMER's URL on PACIOLAN's server from the e.Venue website. All links will be to PACIOLAN's server as specified herein.

**Note:** See the Investment Addendum for fees that apply.

### **2. Acceptance of System.**

(a) **Delivery and Installation.** PACIOLAN shall install the Developed Work on PACIOLAN's server(s) along with any documentation and other materials required. PACIOLAN shall inform CUSTOMER of the Developed Work's readiness for testing by CUSTOMER (the date of such notification hereinafter being referred to as the "Installation Date").

(b) **Acceptance Date.** When PACIOLAN's diagnostic acceptance tests establish that the Developed Work delivered is performing in accordance with the Scope of Work shown in Section 1 above, CUSTOMER shall promptly test the Developed Work. Acceptance of the Developed Work shall be in accordance with Section 13(A) of the Agreement. A non-exclusive license will be given to CUSTOMER by PACIOLAN upon the acceptance.

### **3. Payment/Term.**

CUSTOMER agrees to pay PACIOLAN for the delivery of the Developed Work and services in accordance with the Investment Addendum.



CUSTOMER will make available four seats to PACIOLAN upon reasonable request and availability, for not more than two games during the course of the applicable season, during the term of the Addendum.

CUSTOMER shall receive one free update, design and/or visualization modification each for Arizona Stadium and McKale Memorial Center, not to exceed 20 hours of Professional Services per Venue. Any additional future updates, designs or visualization modifications by PACIOLAN to Developed Works during the term of this Addendum, as requested by Customer shall be at Paciolan's then current Professional Services rates.

**4. Ownership.**

- (a) The parties hereto expressly acknowledge and agree that this Addendum constitutes a non-exclusive license granted by PACIOLAN to CUSTOMER for the use, access to and display of the Developed Works as hereinabove described during the Term of this Addendum. The Developed Works, together with all other PACIOLAN trademarks, service marks, inventions, processes and know-how (collectively the "PACIOLAN Intellectual Property") provided pursuant to this Addendum shall at all times during the term of this Addendum, and surviving the termination of this Addendum for any reason whatsoever, remain the sole and exclusive property of PACIOLAN and shall not constitute a work made for hire. No right, title or interest in the PACIOLAN Intellectual Property shall be conveyed, transferred or inure to the benefit of CUSTOMER and any licensed use of the Developed Works shall immediately terminate upon the expiration or termination of this Addendum for any reason. The foregoing license is limited to the uses specified herein, and CUSTOMER cannot use the Developed Work for integration into other CUSTOMER programs or systems or purpose other than so stated herein without the expressed written permission of PACIOLAN.
- (b) Use of CUSTOMER Intellectual Property. CUSTOMER intellectual property, including trademarks, logos, design, product identification, decals and artwork displayed in connection with the Developed Work shall be and remain the property of CUSTOMER, provided, however, that PACIOLAN shall have access to and use of such CUSTOMER intellectual property as may be reasonably necessary for completion of the Developed Works contemplated herein. Any and all rights under CUSTOMER intellectual property, including trademarks or copyrights or other property right thereof shall be to the benefit of CUSTOMER.
- (c) Except as expressly provided herein, neither party shall have the right to use in any way the corporate or trade name, trademark(s), service mark(s), logo(s) or other identification of the other party or its affiliates without the other party's prior written consent. For the avoidance of doubt, this Section 4 shall survive termination of the Agreement.

**5. Continuing Vendor Support to the Customer.**

PACIOLAN agrees to provide CUSTOMER with assistance reasonably required to permit CUSTOMER to use the Developed Work on PACIOLAN's server. Such PACIOLAN support shall include assistance with site planning, installation of components, design, programming, and reasonable modifications from agreed upon Scope of Work herein subject to approved expenses of PACIOLAN by CUSTOMER. PACIOLAN shall provide basic maintenance and technical service as described for the term of this Addendum included in the price herein specified.

**6. Responsibility.**

CUSTOMER acknowledge and agree that any 3D visualizations provided by PACIOLAN as a Developed Work are approximate representations only and based only upon such information and data as is available to PACIOLAN by CUSTOMER. PACIOLAN is not liable for any claim, action, costs, damages, fees or other adverse action from any customer, client, consumer or other third party arising from any such the use of or access to any Developed Work by such third party. PACIOLAN shall provide a comparable 3D visualization software tool if the Ballena Technologies products and services are no longer be available to CUSTOMER, at no additional cost to CUSTOMER. Should an adequate replacement 3D visualization software tool not be made available within a reasonable amount of time (not to exceed six months), CUSTOMER shall be permitted to contract with a third party of its choice with no

restrictions and/or additional expenses by PACIOLAN. In the event that Customer contracts with a third party to provide the visualization services as contemplated above, then Paciolan shall undertake commercially reasonable efforts to facilitate Customer's use of such alternative third party services with the System.

## **Schedule 1 To Visualization Addendum**

### **I. SCOPE OF WORK – Description of the Developed Work (*Seats3D™*), subject to pricing and product selection in the Addendum:**

Paciolan will perform the work on a turnkey basis including design, customization, and maintenance of web pages, along with 3D visualizations, including overhead views and seat section panoramas.

#### **A. *Seats3D™* Package**

Paciolan will create a *Seats3D* page branded for the Customer at the Venues, which visitors will access through the Customer home page. The page will have its own URL; branded overhead navigation pages, with links to the seat views, etc.

##### **I. Branded Web Pages:**

**Arizona Stadium:** Venue overhead navigation and seat section panoramas of Venue's football configuration complete with Customer colors, pricing, and logos.

**McKale Memorial Center:** Venue overhead navigation and seat section panoramas of Venue's men's basketball configuration complete with Customer colors, pricing, and logos.

2. High resolution seat views, (also referred to as panoramas), will be displayed from seating sections throughout the Venues. Seat section views are typically 360-degree panoramic images. The number of views per section will be determined by the size of the section and price breaks.
3. The main navigation page will link to:
  - Purchase Tickets (your "Tickets" page)
  - *Email-to-a-Friend* (the selected web page)
  - The *Find-Your-Seat* utility
4. The *Find-Your-Seat* utility allows visitors to pull up a panoramic seat view by entering in the section and row number into an onscreen field.
5. The *Email-to-a-Friend* utility allows sales staff & fans the ability to email specific panoramic views. *Email-to-a-Friend* is a web-based tool that has the ability to gather user data.
6. Social Media Tools – Paciolan will collaborate with the Customer to allow fans to upload a link to their selected seat view from the *Seats3D* map to their Facebook or Twitter account.

## **II. INSTALLATION SUPPORT**

**General Note:** The files and programs necessary to view the visualizations reside on Paciolan's internet server. The visualizations are viewable by Internet capable computers using Internet Explorer or Netscape 8 or above.

- A. During the development of the 3D model from which visualizations are derived, Paciolan will need to interface with Customer personnel authorized to:
  1. Obtain as built and/or as conceived plans and drawings.

2. Arrange for a site visit by Paciolan staff at no charge to Customer for the Professional Services (i.e. travel expenses are not included and are subject to reimbursement per the Agreement).
3. Approve the 3D model at pre-completion stages.
4. Approve final visualizations.

Paciolan will designate a Project Manager to work with CUSTOMER'S representative throughout the project.

- B. Paciolan's navigational web interface includes help screens.

### **III. MAINTENANCE, AND TECHNICAL SUPPORT**

- A. Paciolan's standard technical support for the service provide under this Addendum are supported by the same team of professionals who build the 3D model and visualizations. Daily backups of the server files and 24/7 server response are also included. Changes to copy, graphics, logos, and coloring that do not require alterations to the 3D model or re-rendering of panoramic images is included as standard maintenance.

As all files and programs reside on Paciolan's Internet Server, there is no need for Paciolan to access Customer servers.

- B. User statistics will be sent upon reasonable request.

### **IV. SRMS SCOPE OF WORK – Overview of the Developed Work (SRMS)**

#### **A. Seat Relocation Management System:**

Paciolan will customize and license our Seat Relocation Management System (SRMS) Paciolan Software subscription service which allow donors to see specific seat options and select their desired seat. The selection(s) will be stored in a central database and transferred via csv file for import into CUSTOMER'S CRM system. An administration page will allow Customer staff to control availability shown on the site and donor access to the system.

PACIOLAN will manage one online seat selection process for each Venue each year of the term . A Seat Selection process, within each contract year (July 1-June 30) during the term of the Addendum is defined as:

- One set of code (approved by CUSTOMER)
  - Future uses will use the same set of code – changes will require additional fees available at \$200/hour
- One complete data upload (customer accounts, customer pre-allocated seats, seat availability, price matrix, seat manifest)
  - Once the final upload is made, change to final data can only be made in the admin pages
  - Adding customers during the process can be done by the CUSTOMER in the admin pages
- One plan within a price type (i.e. season tickets)
  - Additional price types/plans will require additional fees which are \$1,500 for each new price types (i.e. half season) and \$500 for each sub-plan (i.e. half season plan B).
- Parking will be included for selection of lot with GA and individually reserved spaces specific to the two (2) current football reserved lots (A East and A West) and four (4) current basketball reserved lots.

#### **B. SRMS Administrative Site:**

Data will be transferred via csv file in and out of the Administrative site. Customer information (customer name, account number, PIN number, # of seats to select, selection time), will be uploaded into the SRMS. Once the selection

period has begun, CUSTOMER staff can export any customer file that has made their selections, or edit files in the Administration pages.

## **V. SRMS DEVELOPMENT, HOSTING & MAINTENANCE**

### **Development:**

- A. During the development of the Customer customized *SRMS*, which will be a Developed Work, Paciolan will work with Customer personnel authorized to:
  - a. Determine the site functionality and design.
  - b. Obtain current seating manifests.
  - c. Approve *SRMS* at pre-completion stages.
  - d. Approve final product for launch.

Paciolan will designate a Project Manager to work with designated Customer representatives throughout the project.

### **Hosting:**

The files and programs necessary to view the visualizations will reside on Paciolan's Internet Servers. The visualizations are viewable by Internet capable computers using Internet Explorer (including Internet Explorer 7.0) or Netscape 6.7, Firefox 1.5 and Safari 1.4 on Mac OS X 10.4+.

- A. Paciolan's *SRMS*'s navigational web interface includes help screens and an instructional video.
- B. Global Administrators will be able to access all statistics in the Administrative site for the product and each Venue will have access to their own stats.

### **Maintenance:**

(a) Paciolan's standard technical support is supported by the same team of professionals who build the *SRMS*, 3D model and the visualizations. Paciolan will manage and monitor the server hosting the *SRMS* in order to make requested changes to copy, graphics, logos, and coloring, which do not require alterations to the 3D model, re-rendering of panoramic images, redesigning web sites, is included as the standard maintenance.

(b) As all files and programs reside on Paciolan's Internet Server, there is no need for Paciolan to access Customer servers.

## EXHIBIT F: INVESTMENT ADDENDUM

### MARKETING AUTOMATION SUBSCRIPTION SERVICES:

- Marketing Automation Application Services (pursuant to the Marketing Automation Subscription Addendum attached hereto as Exhibit B) Fees - \$35,000 annually.
- Marketing Automation Implementation Professional Services - Included in the Annual Hosting Subscription
- Number of Login Users – Up to 3 full users. Additional full users will be billed at \$1,200 per year.
- A dedicated Digital Marketing Specialist to Customer's account
- System provisioning and implementation, including:
  - Development of 2 responsive design email templates.
  - Newsletter & Subscription Sign-Up Form, Auto Opt-In For New Purchasers, & Birthday Email Campaign
  - Training of the following functionality:
    - Data consolidation / centralization
    - Advanced list segmentation
    - Personalized email with dynamic content
    - Forms & surveys
    - Program automation
    - Reporting
- Automated nightly ticketing feed from Paciolan into the marketing automation database
- 1 in-person training session specific to Marketing Automation training with 1 Paciolan representative (held on 2 consecutive days, for 4 hours each day).
- Weekly status calls through the initial implementation period, typically at the conclusion of the first training session and deployment of Customer's first email campaign through the marketing platform (estimated 6-8 weeks)
- One (1) Master PURL template design to be customized for one (1) donation renewal and each of Customer's eight (8) ticketed sports - Selected from Paciolan Ticketing pURL Solution Center.
- The quantity of email shall be unlimited and with no incremental costs.
- Customer may select any 5 of the following business initiatives annually, and training of those functionalities is included (each bullet point is an initiative):
  - Annual Survey Email and Form - up to 1 form, campaign and workflow set up
  - Lead Generation/ Data Capture Web Application Campaign - up to 1 form, campaign and workflow set up
  - Shopping Cart Abandonment – Up to 1 campaign and workflow set up
  - Behavior Based Retargeting – up to 2 Campaigns and workflow set up (including 4 emails each)
  - Access Scan in Welcome Email and Internal Notification – up to 1 workflow creation and set up

- Post Event Communication Using Access Scan Data – up to 2 campaigns and workflow set up
- Webpage Tracking Scripts – up to 20 pages tagged
- A/B Split Testing – up to 2 campaigns and workflow set up
- Donor & Development Acquisition Campaign – up to 1 campaign and work flow set up
- Acquire Opt-In From Past Purchasers - up to 1 campaign and work flow set up
- Automated Customer Reengagement Campaign - up to 1 campaign workflow (including 3 emails each)
- Opt-Out Notifications – up to 1 workflow set up
- Referral Campaign – up to 1 campaign workflow (including 3 emails each)

Ongoing business initiatives that span multiple years during the term of the Agreement, and that exceed revision or development time of thirty (30) minutes or greater by a Digital Marketing Specialist may be counted as a full business initiative for that annual period.

Additional business initiatives and services, above and beyond those outlined in this Exhibit F are available \$150/Hour and will be scoped and agreed to under a separate Statement of Work.

Paciolan will maintain an organization and process to provide technical support to Customer for the Application Services. Support shall include (i) diagnosis of problems or performance deficiencies of the Application Services and (ii) prompt advice and guidance on the use of the Application Services. Paciolan will provide E-mail and telephone-based help desk support on the use of the Application Services in accordance with the Original Agreement.

#### **API ACCESS:**

Customer's various groups, division and departments may use Paciolan's then standard available application programming interfaces ("APIs") to the Paciolan ticketing System, at no additional charge, subject to published rate limits, where applicable. Customized APIs may be available on a time and materials basis, subject to the mutual written agreement of the parties. In addition, a license to Paciolan's API's may be purchased by Customer's third party vendors and partners ("Customer Partners") via a separate agreement between Paciolan and such third party. Paciolan shall undertake commercially reasonable efforts to collaborate and cooperate with Customer Partners, upon Customer's request.

## SOFTWARE AND SERVICES

### Qty Description

#### HARDWARE

50 IDTECH SREDkey Device w/P2PE Key Injection

#### SOFTWARE

##### Paciolan Software

1 t.Res Software License  
1 Paciolan client Software for use with Seat Map  
1 t.Credit Software License  
1 t.Fund Software License  
1 e.Venue Software License  
40 Paciolan Concurrent User License

##### Third-Party Software

1 PACAnalytics Software License

##### 3-D Secure Authentication (Optional)

1 Verified by Visa and MasterCard SecureCode \$0.09 /per Transaction<sup>1</sup>  
1 American Express Safekey \$0.17 /per Transaction<sup>1</sup>  
<sup>1</sup> 3-D Secure Authentication Transactions to be billed monthly. Please note that 3D Secure Authentication may provides reduced chargeback exposure to merchants per the rules of Visa, Mastercard, and American Express. Please consult your merchant bank for further details on how this program applies to you. If you opt for 3-D Secure then it is required for all card types (American Express, Visa, and Mastercard)

#### SUBSCRIPTION SERVICES

##### Hosting

1 Annual Hosting Subscription \$80,000

##### Marketing Automation

1 Annual Marketing Automation Application Service \$35,000

##### Credit Authorization Service

1 Annual Credit Authorization Service  
1 Annual P2PE Maintenance & Encryption \$21,000  
1 Annual P2PE Service

##### Access Management

1 Annual Access Management Subscription

##### PACAnalytics

1 PACAnalytics Annual License Subscription

##### Service Program

40 Users, Premium (t.Res, t.Credit, t.Fund)

##### eQuery

1 eQuery License Subscription



## SOFTWARE AND SERVICES

Qty	Description
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**PROFESSIONAL SERVICES\***

**Allocation Program Services**

- 1 Annual Ballena Seat Allocation Professional Services

Note: The Professional Services shall expire at the end of each annual period (i.e. July 1 - June 30) and will not carryover to the subsequent annual period (i.e. "use it or lose it").

**Training**

- 5 Day(s), Applications Training

**PACAnalytics SERVICES**

- 1 PACAnalytics Implementation and Training Services

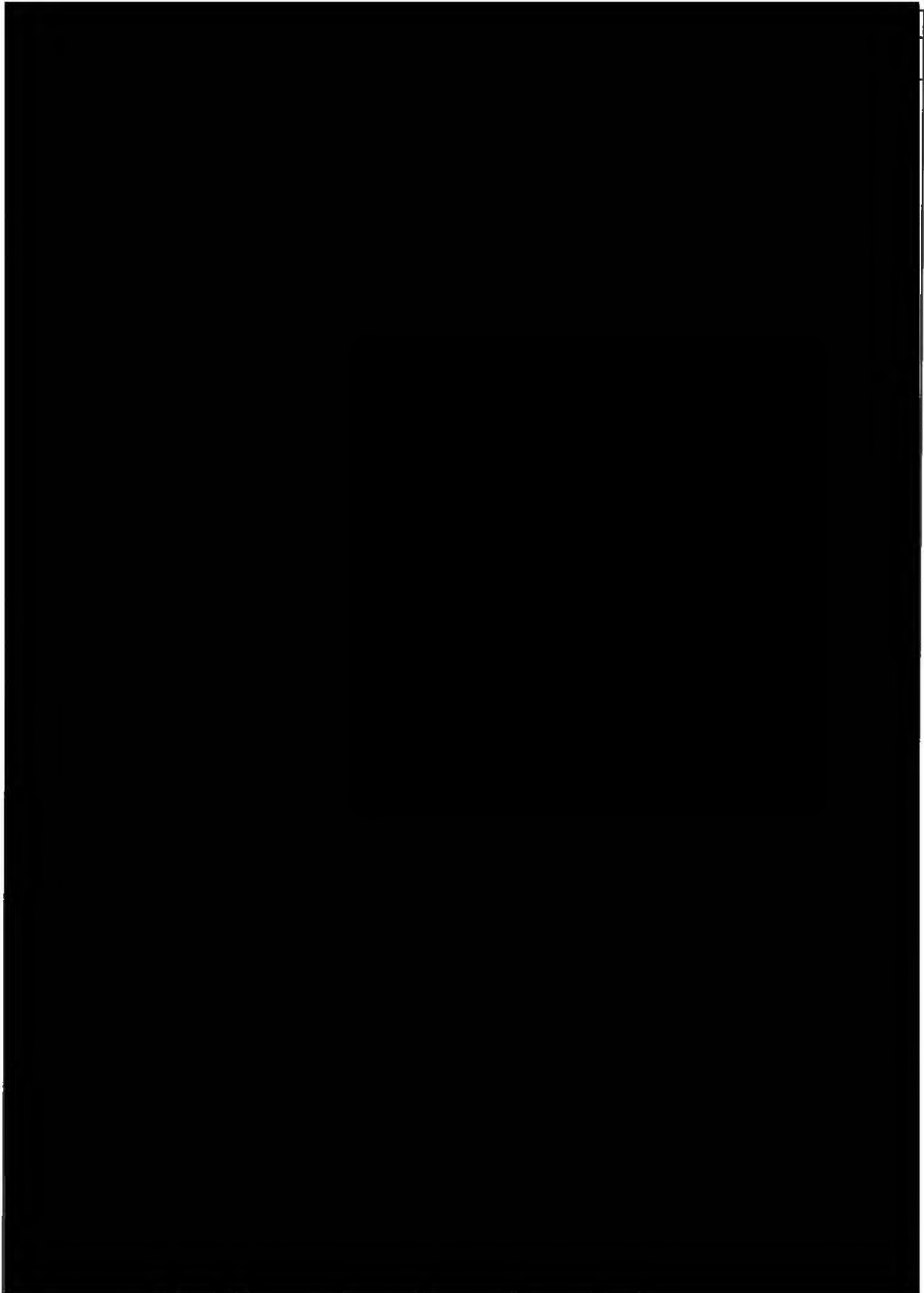
- Initial Data Conversion (up to 2 Years of Data)
- Data Warehouse to maintain up to 5 Years of rolling history.\*\*

**Note:**

Customer hereby authorizes, and provides a license to, Paciolan to use Customer's data processed and/or produced by the PACAnalytics Software product for purposes of developing best practices for the benefit of Customer and Paciolan's other customers, provided that such data may only be used by Paciolan for such purpose in aggregated and anonymous form (i.e. with personally identifiable information removed). The authority and license granted herein shall survive any termination of the Original Agreement. Data in the PACAnalytics Software reflects live data in the hosted t.Res Paciolan Software (i.e. deletions in t.Res data will result in deletions in PACAnalytics Software data). \*\*Additional data storage for extra Paciolan data or custom external data feeds that exceed the standard storage size can be purchased at an additional cost.

- \* All service days are estimates and are based on 8 hours per day for each Paciolan staff person assigned (refer to Paciolan Services Policies).

Travel expenses (airfare, meals, lodging, etc.), Customs, Import Taxes, and/or Brokerage fees will be billed separately to customer as incurred.



**PERIODIC FEES:**

<b><u>FEES AND PAYMENT TERMS</u></b>	
<b>FEES</b>	
<b>ANNUAL HOSTING SUBSCRIPTION</b>	<b>\$80,000</b>
<b>ANNUAL MARKETING AUTOMATION SUBSCRIPTION**</b>	<b>\$35,000</b>
<b>ANNUAL MAINTENANCE AND ENCRYPTION**</b>	<b>\$21,000</b>
<b>VISUALIZATION SERVICE REVENUE SHARE</b>	<b>25% of New Revenue</b>
<b>PAYMENT TERMS</b>	
<b>DUE ON January 1, 2017 (Hosting Subscription thru 6/30/17)</b>	<b><u>\$40,000</u></b>
<b>DUE ON Live Date (covers Live Date thru 6/30/17 for Marketing Automation &amp; Maintenance, Encryption and Service)</b>	<b><u>TBD</u> **</b>
<b>DUE ON July 1, 2017 and each July 1st thereafter thru Term of Agreement.</b>	<b><u>\$136,000</u></b>

**\*\*The applicable periodic fee (annual) is subject to a pro-rata reduction for services provided for a portion of the applicable period due to commencement of the applicable subscription service (i.e. live date) in the middle of the period for the first period and/or a termination or expiration date in the middle of the period for the final period.**

**VISUALIZATION REVENUE SHARE FEES:**

Customer agrees to have Paciolan implement and run the Seat Upgrade System, as a Developed Work, for football at Arizona Stadium Venue and for men's basketball at the McKale Memorial Center Venue. Paciolan will receive 25% of New Revenue payable to Customer from the Seat Upgrade System for both Venues for each collegiate year. Customer must use Paciolan's Seat Upgrade System as its primary method for its annual select-a-seat promotion each year, which enables consumer to upgrade their seats. In the event Customer fails to activate and make available the Seat Upgrade System, Customer will notify Paciolan and Paciolan will invoice Customer \$25,000 per Venue per year that does not use the Seat Upgrade System. For the avoidance of doubt, if Customer uses the Seat Upgrade System for a Venue and New Revenue is not generated in connection with such use, or the New Revenue is less than \$25,000, the \$25,000 per Venue fee shall not be applicable. For each Venue and each year that such Venue uses the Seat Upgrade System, Paciolan will invoice Customer for New Revenue within thirty (30) days of the completion of the seat upgrade process for each Venue and its corresponding sport.

"New Revenue" shall mean the following:

1. Ticket and/or parking revenue from new seats and/or parking purchases;
2. The increased revenue from an existing account holder's upgrade of their seat and/or parking to a new higher priced seat and/or parking;
3. The increased ticket and/or parking revenue from an existing account holder's purchase of additional seats and/or parking; and

4. The increase ticket and/or parking revenue from a new account deposit holder that selects a higher priced seat and/or parking, and/or purchases additional seats and/or parking.\*

**“New Revenue” shall NOT include:**

1. Donations and/or priority amounts;
2. Year-over-year increases in ticket and/or parking prices for tickets and/or parking in existing accounts.
3. An existing account holder's purchase of different seats (i.e. re-seating) at the same price level.

**\*If the Seat Upgrade System is used to allow new account deposit holders to select seats, the accounts will be identified by Customer in the Customer manifest to be provided to Paciolan, which will reflect the originally intended price level and number of seats for such new account deposit holder.**

**For the avoidance of doubt, any reduction of the number of seats purchased by any account holder or any “downgrade” of a seat by any account holder whereby an account holder purchases a lower priced seat, will not be offset against the New Revenue calculation.**

**Customer must provide all Seat Upgrade System data in a standardized format as requested by Paciolan.**